OBJECTIONS and letters of support

FROM:
W.E. AND JOANN FRANKS
12860 E ROBLEY ST
MT VIEW ESTATES
PALMER, ALASKA 99645

TO:
ALCOHOL AND MARIJUANA CONTROL OFFICE
550 W 7 AVE #1600
ANCHORAGE, ALASKA 99501

APPLICATION 18173
WRITTEN OBJECTION

TO WHOM IT MAY CONCERN:

As owner member of Mt. View Estates Owners Association , we formally object to the application for a manufacturing facility in our neighborhood for the following reasons.

1. The water system was constructed in the late 1970's and does not have any back flow protection.
2. Mt. View Estate is a small subdivision with many young families and a lot of children and we do not think a manufacturing facility is a prudent business located in this environment.
3. Actually, the homeowners has Covenants that forbid a business or commercial entity..
4. Section 3 – residences and lots shall be used for singe family purposes and Section 4 says no business or commercial activity shall be maintained or conducted on any lot.

If the applicant wants to participate in such a business – then it is our considered opinion – she can rent a building to do it in.

I ask that this appliction be rejected for the above listed reason.

Thank you for hearing my objections,

W.E. AND JOANN FRANKS
galeryak@ak.net
PO BOX 1512
PALMER, ALASKA 99645
907-745-1548

RECEIVED
JUL 0 2 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

From:	MTV Estates HOA
To:	Marijuana Licensing (CED sponsored); vickielee fenster
Subject:	Fwd: Marijuana License Application # 18173 Written Objection
Date:	Monday, July 02, 2018 11:35:00 AM
Attachments:	MTVE HOA Covenants Dec 1980.pdf

Alcohol and Marijuana Control Office
To Whom it May Concern

As an owner member of Mt View Estates Owners Association and as the Board President and Water Operator of our community water system I formally object to the application for a manufacturing facility in our neighborhood being connected to our water system located at the address 2201 Nissen Drive.

Our HOA Covenants does not allow for this use. See sections; **Article VII** Use Restrictions, **Section 3**: Residences. Lots Shall be used exclusively for single family purposes. and **Section 4**: Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any lot.

Our Community Water System being largely constructed in the late 1970s and the residence being constructed in 1983, does not have any back-flow protection components that would prevent manufacturing processes from being back-siphoned or back-pressured into our drinking water system. No notification to date by the applicant has been made to the HOA Board of Director or Water Operator of these potential changes that I am aware of. The change to a manufacturing facility raises real concerns and risk to our drinking water system and community.

Our community is a small rural neighborhood having young families with children and does not fit nor is accepting of the potential traffic or crime issues associated with marijuana growing/manufacturing facilities.

I ask that this application be rejected for the above listed reasons.

Thank you for hearing my objections
Emmett Leffel
MTVE HOA President
1901 S Kaye Marie Dr
Palmer, AK 99645
(907) 746-4233

Received by AMCO 7.2.18

From:	MTV Estates HOA
To:	Marijuana Licensing (CED sponsored)
Subject:	Marijuana License Application # 18173 Written Objection
Date:	Friday, June 29, 2018 2:24:35 PM
Attachments:	MTVE HOA Covenants Dec 1980.pdf

Alcohol and Marijuana Control Office
To Whom it May Concern

As an owner member of Mt View Estates Owners Association and as the Board President and Water Operator of our community water system I formally object to the application for a manufacturing facility in our neighborhood being connected to our water system located at the address 2201 Nissen Drive.

Our HOA Covenants does not allow for this use. See sections; **Article VII** Use Restrictions, **Section 3**: Residences. Lots Shall be used exclusively for single family purposes. and **Section 4**: Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any lot.

Our Community Water System being largely constructed in the late 1970s and the residence being constructed in 1983, does not have any back-flow protection components that would prevent manufacturing processes from being back-siphoned or back-pressured into our drinking water system. No notification to date by the applicant has been made to the HOA Board of Director or Water Operator of these potential changes that I am aware of. The change to a manufacturing facility raises real concerns and risk to our drinking water system and community.

Our community is a small rural neighborhood having young families with children and does not fit nor is accepting of the potential traffic or crime issues associated with marijuana growing/manufacturing facilities.

I ask that this application be rejected for the above listed reasons.

Thank you for hearing my objections
Emmett Leffel
MTVE HOA President
1901 S Kaye Marie Dr
Palmer, AK 99645
(907) 746-4233

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Dec 1980

AMENDED
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

MOUNTAIN VIEW ESTATES PHASE III
AND
CERTAIN LOTS IN
MOUNTAIN VIEW ESTATES, ADDITION NO. 1

THIS AMENDED DECLARATION, MADE THIS 16 day of December 1980 , by SOLO DEVELOPMENT CO., An Alaskan Corporation, and THOSE PERSONS who have purchased Lots in MOUNTAIN VIEW ESTATES and who execute this Declaration, shall be hereinafter referred to collectively as "Declarant".

WHEREAS, on August 14, 1980, the Declaration of Covenants, Conditions and Restrictions were recorded in Book 217, Pages 595-612 of Palmer Recording District;

WHEREAS, Declarant desires to make changes to satisfy requirements of the Veteran Administration, the Declarant amends the Declaration as follows:

R E C I T A L S

A. Declarant and the undersigned are the fee owners of real property described as MOUNTAIN VIEW ESTATES, ADDITION NO. 1 and MOUNTAIN VIEW ESTATES PHASE III, a Resubdivision of Tract A-1 of Mountain View Estates Addition No. 1, as shown on Plat No. 80-76 recorded in the Palmer Recording District. This Declaration is being imposed by Declarant and owners upon the Covered Property.

B. Declarant has deemed it desirable to establish covenants, conditions and restrictions upon the covered property and each and every lot and portion thereof, which will constitute a general scheme for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirablility and attractiveness thereof.

C. It is desirable for the efficient preservation of the value, desirability and attractiveness of the covered property to create an Association to which would be delegated and assigned the power of administering and enforcing these covenants and restrictions and collecting and disbursing funds pursuant to the assessment and charges created and referred to.

D. Declarant will hereafter hold and convey title to all of the covered property subject to certain protective Covenants, Conditions and Restrictions hereafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Covered Property described above shall be held, sold and conveyed subject to the following Covenants, Conditions, and Restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on and inure to the benefit of all parties having any right, title and interest in the Covered Property or any part thereof, including their legal representatives, heirs, successors and assigns.

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ARTICLE I
DEFINITIONS

The following terms used in these Covenants, Conditions and Restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Declarant" shall mean and refer to SOLO DEVELOPMENT COMPANY, an Alaska Corporation.

Section 2. "Bylaws" shall mean and refer to the Bylaws of the Association as the same from time to time be duly amended.

Section 3. "Association" shall mean and refer to MOUNTAIN VIEW ESTATES OWNERS ASSOCIATION, its successors and assigns.

Section 4. "Common Expenses" shall mean and refer to the costs of management and administration of the Association; reasonable reserves as appropriate; taxes, if any, paid by the Association; costs incurred by the Architectural Committee; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with this Declaration, the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 5. "Covered Property" or "Project" shall mean and refer to all the real property known as and particularly described as MOUNTAIN VIEW ESTATES PHASE III, a Resubdivision of Tract A-1 of Mountain View Estates Addition No. 1, and Lots 14-16, Block 1, and Lots 1-8, Block 2, of Mountain View Estates, Addition No. 1, and specifically excepting therefrom Lots One through Five (1-5), inclusive, Block 1 of Mountain View Estates and Tract A-3 of Mountain View Estates, Phase III.

Section 6. "Lot" shall mean the Lots of MOUNTAIN VIEW ESTATES PHASE III and MOUNTAIN VIEW ESTATES, ADDITION OO. 1, as enumerated above.

Section 7. "Member" shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration. "Member" shall also mean and refer to Declarant so long as Declarant is "Owner " as hereinafter defined.

Section 8. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Lot, including Declarant, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Dwelling" shall mean the residential dwelling unit together with garages and other structures on the same lot.

Section 10. "Board" shall mean the Board of Directors of the Association.

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Section 11. "Association Rules" shall mean rules adopted by the Association pursuant to the Articles hereof entitled "Duties and Powers of the Association".

Section 12. "Mortgage, Mortgagee, Mortgagor". Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

Section 13. "Architectural Committee" and "Architectural Control Committee" shall mean and refer to the committeess provided for in the Article hereof entitled "Architectural Control".

Section 14. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Declarant, Solo Development Company, will deed to the Association the following described property:

> Tract A-2, MOUNTAIN VIEW ESTATES, PHASE III, as well as Tract B, MOUNTAIN VIEW ESTATES, PHASE III, shown on Plat No. _____, filed in the Palmer Recording District, Third Judicial District, State of Alaska.

The Declarant, Solo Development Company, will also transfer to the Association the water well located on Tract B of Mountain View Estates, Phase III and regulation of the water system. The streets in Mountain View Estates Phase III have been dedicated to and accepted by the Matanuska-Susitna Borough.

ARTICLE II
MEMBERSHIP

Section 1. Membership. Every Owner shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. In the event of conflict between the terms and provisions of the Declaration and Bylaws, the terms of the Declaration shall prevail. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership of Owners shall be appurtenant to and may not be separated from the fee ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for membership.

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Section 2. Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the purchaser or deed of trust holder of such lot.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Declarant, SOLO DEVELOPMENT COMPANY, An Alaskan Corporation. A Class A member shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be Declarant, Solo Development Company, An Alaska Corporation. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership; provided that the Class B membership shall cease and be conveyed to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal seventy-five percent (75%) of the lots or

(b) December 31, 1982.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Bylaws of the Association.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it, hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the assessments of the Association, as set forth in the Bylaws of the Association. The assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessmetn fell due.

Section 2. Liability of Mortgagee or Purchaser. Where the mortgagee of a mortgage of record or a trustee of a recorded deed of trust or other purchaser of a Lot obtains possession of the

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Lot as the result of foreclosure of the mortgage or deed of trust, or by deed in lieu of foreclosure, such possessor, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association charageable to such Lot which became due prior to such possession. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Owners including such possessor, his successors and assigns.

Section 3. Conveyance - Liability of Grantor and Grantee for Unpaid Common Expenses. In a voluntary conveyance the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the Lot conveyed by subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

ARTICLE IV
ARCHITECTURAL CONTROL

Section 1. Conformity of Plans. No dwelling or out building shall be commenced, erected or maintained upon the covered property, nor shall any exterior addition to or change or alteration in any such structure, be made which is not in conformance with the ordinances of the Matanuska-Susitna Borough and the provisions of this Declaration, and

(a) Until there has been approved by the Architectural Committee described below, plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, and location of such structure. Before granting such approval, the Architectural Committee shall have in its reasonable judgment, determined that the plans and specifications conform to such architectural standards as may from time to time be adopted by the Board ("Architectural Standards"), and provide for a structure which is in harmoney as to external design and location with surrounding structures and topography; and

(b) Which are not constructed in accordance with approved plans and specifications.

Such plans and specifications are not approved for engineering design and by approving such plans and specifications, neither the Architectural Committee, the members thereof, the Association nor Declarant assumes liability or responsibility therefor, or

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for any defect in any structure constructed from such poans and specifications. It shall require upon completion of construction a certificate from a person acceptable to the Committee that in its judgment the plans and specifications are substantially in conformance with the architectural standards. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted to it, and provided that there is submitted to the Architectural Committee the certificate stating that in its judgment the plans and specifications submitted are substantially in convormance with the architectural standards, such plans and specifications will be deemed approved. Any dwelling or outbuilding under construction shall be ocmpleted within two (2) years from the date of written approval obtained from the Architectural Committee.

Section 2. Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee and it shall consist of not less than three (3) members. The Declarant shall retain the right ot appoint, augment or replace members of the Architectural Committee unitl four (4) years after the date of the recoding of this Declaration, provided that Declarant may, at its sole option, transfer this right to the Board of Directors of the Association by written notice thereof prior to the end of such period. Four (4) years after the date of the recording of this Declaration, the right to appoint, augment, or replace members of the Architectural Committee shall automatically be transferred to the Board of Directors of the Association, but the Directors' choice of Architectural Committee members shall be restricted to members of the Association.

Section 3. Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by Borough authorities for any improvement, the improvement shall be deemed to be in compliance with allprovisions of this Article, unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 4. Appeal. Decisions of the Architectural Committee shall be appealable to the Board of Directors. Appeals may be taken to the Board by written notice to the Board not more than thirty (30) days following the final decision of the Architectural Committee and within thirty (30) days following the receipt of such notice of appeal, the Board shall render a decision.

Section 5. General Provisions.

(a) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications, including, without limitation,

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the number of sets to be submitted, and the payment of a fee. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(b) The address of the Committee is 724 East 15th Avenue, Anchorage, Alaska 99501, or such other place as may from time to time be designated by the Architectural Committee. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards shall be kept.

Section 6. Non-Applicability To Declarant. The provisions of this Article shall not apply to Lots owned by Declarant on the Covered Property and their successors in interest.

ARTICLE V
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Covered Property. The real property which is and shall be held, transferred, sold, conveyed, leased or occupied subject to this Declaration is identified in Article I, Section 5 above.

Section 2. Additions to Existing Property. Lands in addition to the covered Property described above may hereinafter become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right, without the further consent of the Association, to bring within the scheme and operation of this Declaration, additional properties, provided, however, that such additions shall be limited to lands which are contiguous to those above described and which additional lands are to be developed as part of the subdivision known as Mountain View Estates and Mountain View Estates, Phase III, subject to the Covenants, Conditions and Restrictions herein set forth. Such additional property shall be deemed contiguous even though separated from the Covered Property by streets, roads, rivers, streams, rights of way, utility easements, or other intervening physical features of property interests not inconsistent with the general contiguity of the lands in question. Such additions shall be developed in a manner consistent with the general plan of development of the subdivision.

The additions authorized under this section shall be made by recording in the Palmer Recording District, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to such additional property which shall extend the operation and effect of the Covenants, Conditions and Restrictions of this Declaration to such additional property.

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The Supplementary Declaration may contain such complimentary additions and modifications to these covenants as may be necessary or convenient to reflect and adapt to any difference in character of the added properties, and as are not inconsistent with the scheme of this Declaration. In no event shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration so as to affect the Covered Property.

(b) Mergers, Combinations or Consolidations. Upon merger, combination or consolidation of the Association with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properites of the Association as a surviving corporation pursuant to a merger, combination or consolidation. The surviving or consolidated association may administer the Covenants, Conditions and Restrictions established by this Declaration within the Covered Property, together with the Covenants, Conditions and Restrictions established upon any other properties as one scheme.

ARTICLE VI
DUTIES AND POWERS OF THE ASSOCIATION

Section 1. General Duties and Powers. In addition to the duties and powers enumerated in its Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, and the commencement of actions and the promulgation of the Association Rules as provided in the Bylaws which shall include the establishment of a system of fines or penalties enforceable as special assessment also as provided for in the Bylaws:

(b) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interest of the Association and its members;

(c) To contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;

(d) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association; and

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(e) Own, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, including, but not limited to, the water system.

Section 2. Association Rules. The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (The Association Rules). The Association Rules shall cover such matters in furtherance of the purposes of the Association; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration or Bylaws.

ARTICLE VII
OWNER'S MAINTENANCE AND INSTALLATION OBLIGATIONS

Section 1. Maintenance and Installation. Every owner or imporved Lots shall:

(a) Maintain his dwelling, patios, and fences of his dwelling in good condition and repair; and

(b) Maintain in attractive and viable condition landscaping on the lot.

Section 2. Standards for Maintenance and Installation. Maintenance of the exterior of the dwellings, walls, and roofs shall be accomplished in accordance with the architectural standards.

ARTICLE VII
USE RESTRICTIONS

Section 1. General Provisions.

(a) All restrictive covenants listed and/or contained herein are subject in all instances to compliance with the State of Alaska and Matanuska-Susitna Borough Health ordinances, and pertinent restrictions.

(b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants; either to restrain such violation(s) or to recover damages.

These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

(c) The USE RESTRICTIONS set forth herein supersede and void the Indenture of Protective Covenants for Mountain View Estates dated December 10, 1975, and recorded January 2, 1976, in Book 109 at page 588 as to the Covered Property.

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Section 2. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the subdivision plat. Within these easements, no structures, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements within that area shall be maintained at all times by the Lot Owner except for those improvements for which a public authority or utility is responsible.

Easements over Covered Property for the installation and maintenance of electrical, telephone, gas or drainage facilities are reserved by the Declarant, its successors and assigns, together with the right to grant and transfer the same until all Lots have become Class A Lots.

Section 3. Residences. Lots shall be used exclusively for single family or duplex purposes, except Well Tract B, Mountain View Estates Phase III, upon which shall be located a water well, and Tract A-2, which shall be used for recreational purposes.

Section 4. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any Lot. Provided, however, that professional and administrative occupations may be carried on within residences on Lots so long as there exists no external evidence thereof.

Section 5. Building Locations.

(a) No building shall be located on any Lot nearer than twenty-five feet (25') from any front Lot line, or nearer than tne feet (10') from any side street line, five feet (5') from any interim Lot line and fifteen feet (15') from any rear Lot line, except that in the case of townhouses, condominiums, or row houses, interior lot lines may be built upon providing that such lot line shall coincide with a partition wall separating said single-family structures. The width of side yards shall not thereafter be reduced by enlargement of the principla building. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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Section 6. Dwelling Quality and Size. Notwithstanding the above, a residence shall be a mininum of 960 square feet for a ranch style or split-entry house and a mininum of 1200 square feet for a two-story house not including the garage area. All plans and specifications must have prior written approval of the Architectural Committee as set forth in thes Declarations. The land and all improvements shall be maintained by the Owner in good condition and repair.

Section 7. Nuisances. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become a nuisance, or cause unreasonable embarrassment, disturbances or annoyance to other owners in the enjoyment of their lots.

Section 8. Temporary Structures and Trailers or Mobile Homes. No temporary structure, boats, trucks, trailers, camper or recreational vehicle of any kind shall be used as a permanent living area or for storage purposes while located in the subdivision No trailers or mobile homes may be permanently placed, maintained, or occupied on any Lot. A trailer or mobile home may be used as a temporary living area for a period not to exceed one (1) year while the Owner's permanent residence is under construction.

Section 9. Outbuildings. Outbuildings, including basements, garages, greenhouses, storage sheds, barns, sauna or steam bath facilities for individual or family use may not be constructed unless it is approved by the Architectural Control Committee.

Section 10. Pet Regulations. Domestic animals, livestock horses, and poultry may be kept on any Lot, provided that they are not kept, bred or raised for commerical or racing purposes or in unreasonable quantities, and provided they do not become a nuisance as defined in Article VIII, Section 7.

Section 11. Waste Material. No trash, garbage, rubbish, refuse or other solid waste of any kind, including, but not limited to, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed in any part of Mountain View Estates. Garbage and similar solid waste shall be kept in secure, sanitary containers well suited for that purpose. The Owner or occupant of each Lot shall be responsible for the disposal outside of Mountain View Estates of all such trash, garbage, rubbish, refuse or other solid waste.

Section 12. Parking and Vehicular Restrictions. No vehicles may be parked or left in an unoperative condition on any Lot subject to this Declaration other than in a garage of each lot. Each owner shall provide adequate off-street parking for all vehicles, including campers, camp trailers and boats.

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Section 13. Resubdivision. The area of the Lots herein described shall not be reduced in size by resubdivision, except that (i) the Owners of three contiguous Lots may replat such Lots by dividing the inner or middle Lot, thus increasing the size of the two remaining Lots, which shall then be treated for all purposes pertinent to these Covenants as enlarged single Lots, and (ii) one or more Lots may be resubdivided by the Declarant to correct a variance, provided such plat then conforms to all applicable ordinances, rules and regulations of local authorities Notwithstanding the above, no Lot shall be resubdivided into, nor shall any dwelling be erected or placed on a Lot having a width of less than 60 feet at the mininum building setback line or an area of less than 7200 square feet. Lot area shall comply with §08.04.110 (a) of the Matanuska-Susitna Borough Code.

Section 14. Sewer Disposal System. No individual sanitary waste disposal system shall be permitted on any Lot unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation Title, Chapter 72, or such other regulations which may be promulgated by the State or local authorities. Approval of such systems as installed shall be the responsibility of the individual Owners.

Section 15. Water System. The water well located on Well Tract B shall be deeded to the homeowners' Association and shall be used as the source of the water supply for the Covered Property, except Lots 14-16, Block 1, and Lots 1-8, Block 2, which have their own water and sewer system. Water assessments shall commence as of the date of hook up to the system and each Owner using the system will pay a pro rata share of the monthly operating and maintenance cost of the system. No community water system shall be installed without complieance with the State Department of Environmental Conservation and §09.45.111 of the Matanuska-Susitna Borough Code. See also Article VI of the Bylaws.

Section 16. Culverts. Each Owner shall, at the time of driveway construction, provide a culvert at the ditch crossing. The culvert must be corregated metal or equivalent pipe and of a diameter required by the Matnauska-Susitna Borough.

Section 17. Signs. No signs shall be erected or maintained on any lot except:

(a) One sign of not more than one-square foot identifying Lot Owners or occupants, and

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(b) One sign of not more than five square feet advertising a Lot for sale or rent.

Nothing herein shall preclude Declarant or its sales agents from erecting and maintaining such simporary signs and structures as may, in the Declarant's judgment, promote the development and sale of Lots or other interests in Mountain View Estates.

Section 18. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it, hereby covenant and agree to pay assessments of the Association, as set forth in the Bylaws of the Association. The assessments, together with interest thereon and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessments, together with such interest, costs and actual attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

ARTICLE IX
RIGHTS OF MORTGAGEE

Section 1. Priority. Where the mortgagee of a first mortgage of record which is recorded prior ot the date on which any assessment lien became effective, or other Lot Owner obtains title to the same as a result of foreclosure of any such first mortgage, or as the result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer, but shall be subject to any future assessments which become due subsequent to his acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Lots, including such acquirer, his successors and assigns.

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Section 2. Default. A breach of any of the provision, covenants, restrictions or limitations hereof, or the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder, shall not defeat or render invalid the lien of any mortgage made by a Lot Owner in good faith and the value upon the interest of a Lot Owner. All of the provisions herein shall be binding upon and effective against any Owner whose title to said property is hereafter acquired through foreclosure or trustee's sale.

Section 3. Condemnation. If any Lot or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage of a Lot will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the subdivision will entitle the Owner of a Lot or any other party to priority over such institutional holder of any first mortgage with respect to the distribution to such Lot of the proceeds of any award or settlement.

Section 4. No First Right of Refusal. The right of a Lot Owner to sell, transfer, or otherwise convey the Owner's Lot will not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 5. Notice to Mortgagee. The first mortgagee shall be entitled to written notification of any default by the Lot Onwer in the performance of the Lot Owner's obligations under this Declaration, the Articles of Incorporation, if any, and Bylaws of the Association, which default is not cured within thirty (30) days, and of damages to a Lot covered by a first mortgage exceeding $1,000.00, and no disposition thereof shall distrub mortgagee's first lien priority.

Section 6. Prior Approval. Nothing on this Declaration or the Bylaws of the Association of the Lot Owners provided for herein to the contrary, prior to written approval of the holder of the first mortgage or deed of trust covering all or any portion of the subdivision shall be a condition precedent to the effectiveness of any of the following actions:

(a) A change in the pro rata interest or obligation of any Lot Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds of condemnation awards.

(b) Any abandonment, partition, subdivision, of all or any portion of the properties.

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(c) Any change or abandonment of any scheme of regulations or enforcement thereof, pertaining to the architectural design or exterior appearance or exterior maintenance of the dwellings on the lots.

Section 7. Right to Information. Any institutional holder of a first mortgage on a lot in the subdivision will, upon request, be entitled to:

(a) Inspect the books and records of the subdivision during normal business hours; and

(b) Receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the subdivision; and

(c) Written notice of all meetings of the Association of Lot Owners and be permitted to designate a representative to attend all such meetings.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation. Failure by the Association or by any member to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by 75% of the then members has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

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Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the Covered Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended as follows:

(a) At any time until and through December 31, 1982, the Declarant by a written instrument recorded in the Palmer Recording District may amend the Declaration to comply with the requirements of the FHA, FNMA, VA, or other governmental or lending agencies providing financing for the subdivision.

(b) At any time the Lot Owners, by an affirmative vote of sixty-six and two-third percent (66-2/3%) of each class of members may make such further exceptions, amendments and additions to these Covenants, Conditions, and Restrictions as they deem appropriate, and shall cause to be recorded in the Palmer Recording District a written instrument amending these Declarations.

Section 6. Singular Includes Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

Section 7. Notices. In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice shall be to one or two or more co-owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, to the Owner at the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot, and any notice so deposited in the mail within Alaska shall be deemed delivered forty-eight (48) hours after such deposit.

Section 8. Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Association, or any member thereof shall be liable to any member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specification (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be within the scope of their duties.

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Section 9. Failure to Comply of Owner. The failure of any Lot Owner to comply with provisions of the Declaration and the Bylaws will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages, or for injunctive relief, or both.

Section 10. Arbitration. Any dispute, controversy, or claim arising out of, in connection with, or in relation to this Declaration, shall be submitted and determined by arbitration in accordance with the rules, then pertaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Note - This section was deleted by Homeowner quorum, recorded at Matsu Borough

RECORDED: December 19, 1980

Received by AMCO 7.2.18

NEW MARIJUANA LICENSE APPLICATION

Alaska's Latitude 61 is applying under 3 AAC 306.500 for a new marijuana manufacturing facility license. Facility license #18173, doing business as Alaska's Latitude 61 located at 2201 Nissen Drive, Palmer, AK 99645 United States.

Interested persons should submit written comment or objection to the local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W. 7th Ave, Suite 1600, Anchorage, AK 99501 or to marijuana.licensing@alaska.gov not later than 30 days after this notice of application.

FR#6712

PUBLISH DATES JUNE 22, 29, & JULY 6, 2018

Received by AMCO 7.2.18

LICENSE DETAILS

Print Business License

License #:	1071575
Business Name:	ALASKA'S LATITUDE 61
Status:	ACTIVE
Business Type:	SOLE PROPRIETOR
Issue Date:	05/03/2018
Expiration Date:	12/31/2019
Primary Line Of Business:	31 - Manufacturing
Primary NAICS:	325620 - TOILET PREPARATION MANUFACTURING
Secondary Line Of Business:	
Secondary NAICS:	
Mailing Address:	PO 85, PALMER, AK 99645-0085
Physical Address:	2201 NISSEN DR., PALMER, AK 99645

Owners

VICKIE L FENSTER

Tobacco Endorsements

No Tobacco Endorsements Found

Received by AMCO 7.2.18

From: Guy McConnell
To: Marijuana Licensing (CED sponsored)
Subject: Subject: License Application 18173
Date: Tuesday, July 03, 2018 12:01:32 PM

I e-mailed you earlier addressing the subject application. This is a follow-up to rebut misinformation submitted by Emmett Leffel regarding the position of the Mountain View Estates Owners Association board of directors in this matter, as well as incorrect statements about our covenants and about potential for threats to our water system.

First, it was inappropriate for Emmett to sign his letter to you as HOA president. His use of that title implies he represents the board of directors and the association in this matter. The truth is that during the association's annual meeting on March 1, 2018, Ms. Fenster announced to the general membership and the board that she was going to apply for the manufacturing license. Her announcement is in the minutes of that meeting and I can provide them if you wish. The statement that the board was not notified is entirely incorrect. Her announcement at that meeting was notification and the board did not choose to ask for any further information Further, the board has met since her announcement, briefly discussed her statement, and took no action. I am one of the Association board of directors, and I want you to know that Mr. Lefflel's statements do not in any way represent a position of the Board and that his use of his title in a statement of his personal opinion borders on unethical.

Regarding our covenants, Mr. Leffel's comments are incorrect. A number of businesses operate in the subdivision in accordance with our covenants. One of those businesses is Alaska Thermal Imaging, a business owned by Mr. Leffel's wife and with its office and its vehicles parked in our subdivision. You should ignore comments regarding covenants; this is a matter for the board of directors, which has not yet addressed this matter and has not authorized our president or any other party to represent the association in this issue.

Along with Mr. Leffel, I am a state-certified operator of our water system. I have discussed with Ms. Fenster the systems, materials, and processes that would be involved in her proposed activities. There is nothing that she has proposed to do that would increase backflow potential or other threat to water quality that would greater than from any other household in the subdivision. If there is any questions of potential water quality effects, I would be more than happy to work with the ADEC Drinking Water office to resolve them. Again, the board of directors has not heard any information or arguments regarding potential effects on drinking water and does not have a position in that issue.

In summary, I fully support Mr. Leffel's right to comment on this application as a member of the public and as a resident of the owner's association. As a licensing agency however, you should recognize that the association board of directors has not taken any position in this matter and you should ignore any comments purporting to represent the board of directors.

Thank you for your consideration. If you have any questions or want any additional information, please contact me at 232-8402 or at palmerguy@mtaonline.net

Guy McConnell

Sent from Mail for Windows 10

From: Guy McConnell
To: Marijuana Licensing (CED sponsored)
Subject: Latitude 61 Application for Facility Licensing (#18173) by VickieLee Fenster
Date: Friday, June 22, 2018 8:20:41 PM

VickieLee has been a great neighbor for many years and her home-made salves have helped my wife and many others. We live close to VickieLee on Nissen Dr., a short dead-end street where her proposed activity would be compatible and would not cause any traffic or other land use problem. We, along with her other neighbors, support her endeavor and hope that you will expedite her permit application. If you have any questions or need any additional information, please feel free to contact me by text, by phone at 232-8402, or by mail at 2141 S. Nissen Dr. Palmer AK 99645.

Thank you for your consideration,

Guy R. McConnell

Sent from Mail for Windows 10

From: Cindy Shults
To: Marijuana Licensing (CED sponsored)
Subject: Alaska"s Latitude 61 Application
Date: Saturday, June 23, 2018 11:36:22 AM

I am a neighbor of Vickie Lee Fenster. We, the Shults Family, live at 2130 & 2150 S. Nissen Drive., Palmer, Alaska. I would like to tell you we, our family, fully supports her endeavors. I have had the opportunity to sample, for free, her products and I was amazed at what they did for my chronic pain. Please, I am requesting that you accelerate her permit application. This is such a better option than having to use prescription opioids or other types of drugs. I suffer from chronic back pain and severe migraines due several car accidents and TBI's. I also drug tested military personnel for 13 years and I am not one for taking illegal drugs, nor do I want to take the prescription drugs that really do not have a positive effect on my pain or the quality of my life. Once again, I implore you to seriously take a look at this application and accelerate the process.

Sincerely,

Cindy A. Shults, TSgt, Retired
907-354-3414

Sent from Mail for Windows 10

From: Christy Hronkin Swift
To: Marijuana Licensing (CED sponsored)
Subject: Latitude 61 Manufacturing Facility License
Date: Tuesday, June 26, 2018 7:43:50 PM

Good evening,
My name is Christy Hronkin, and I live next door to the facility where Latitude 61 hopes to process their product. I have absolutely no objection to their business venture. In fact, I see the need for production of CBD salve to provide pain relief to people who may otherwise turn to much more dangerous substances. WIth the opioid epidemic running rampant in our communities, the products produced by Latitude 61 might just help to put a stop to the abuse . For this reason, I am also asking that you expedite the processing of their license.
Thank you for your consideration,
Christy Hronkin